

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF  
PENNSYLVANIA

In Re:	)	
	)	BANKR. NO. 20-21579-GLT
RONALD P. ORAVEC and GURETTA G.	)	
ORAVEC,	)	
	)	CHAPTER 13
Debtors.	)	
_____	)	
	)	
RONALD P. ORAVEC and GURETTA G.	)	
ORAVEC,	)	
	)	
Movants/Debtors,	)	
	)	
vs.	)	
	)	
HOME LOAN INVESTMENT BANK,	)	
FSB,	)	
	)	
Respondent.	)	

**AMENDED OBJECTION TO CLAIM**

AND NOW, come Movants Ronald P. Oravec and Guretta G. Oravec (“Debtors”), and file the within Amended Objection to Claim 8 filed by Respondent Home Loan Investment Bank, FSB, averring as follows:

1. Debtors filed their Chapter 13 petition on May 20, 2020.
2. Pursuant to 28 USCA § 1334, this Court has jurisdiction over the within matter, which is a core proceeding within the meaning of 28 USCA §157(b)(2)(G).
3. Per F.R.B.P. 7008, Debtors consent to entry of a final order of court by the Bankruptcy Judge.
4. Respondent filed Amended Claim 8 on April 21, 2021 (“Claim 8”), in which it avers that the monthly payment for the mortgage loan encumbering Debtors’ residence is \$1,321.42, that being \$763.23 principal and interest and \$558.17 escrow, that the balance due is \$66,643.44, and the arrearages are \$8,463.56.
5. Claim 8 contains a mortgage note dated September 15, 2005 showing a loan amount of \$22,800.00 amortized to September 20, 2035 with payments initially at \$171.29 monthly.
6. Claim 8 contains a loan modification agreement dated October 26, 2015 showing, in paragraph 1, that the unpaid principal balance is \$33,141.79. Debtor notes that this is impossible. It appears that Respondent intended to state that the accrued interest and lender fees have been added to the principal balance, and that the adjusted principal balance is \$33,141.79.

7. Debtor also notes that Respondent states in paragraph 3 of the loan modification agreement that the adjusted principal balance is \$41,934.75. This also appears to be in error in that paragraph 3 contains interest calculations based upon the adjusted principal balance of \$33,141.79.
8. Paragraph 3 of the loan modification agreement shows that interest and payments on the \$33,141.79 adjusted principal balance are as follows:
  - a. \$225.11 monthly payments at 5% interest from December 20, 2015 to December 19, 2018;
  - b. \$249.48 monthly payments at 6% interest from December 20, 2018 to December 19, 2019; and
  - c. \$274.35 monthly payments at 7% interest from December 20, 2019 to December 19, 2020.
9. The payment history affixed to Claim 7 is only as of July 20, 2019. Debtors contend that they paid dutifully to that point, and it appears that Movant agrees. Accordingly, with timely payments on \$33,141.79 principal from December 20, 2015 to June 20, 2019, Debtors calculate the principal balance to be \$31,926.14 as of June 20, 2019.
10. The realty taxes for the subject property are \$1,924.75 annually, and insurance is \$949.00 annually. Accordingly, the monthly escrow payment should be \$239.48. As such, the monthly payment at the time of petition filing was \$274.35 principal and interest and \$239.48 escrow for a total monthly payment of \$513.83, not \$1,321.40 as averred by Movant.
11. Debtors stopped making payments on the subject mortgage in July 2019 when Movant averred that the monthly payment was \$1,321.40, not \$513.83.
12. With Debtors not issuing mortgage payments from July 2019 to May 2020, when the petition was filed, the missed payments total \$5,138.30, and arrearages should be approximately in that amount, not \$8,463.56 as stated by Movant.
13. The balance due on the mortgage should be approximately the \$31,926.14 principal balance plus \$5,138.30 in missed payments, or \$37,064.44, not \$66,643.44 as stated by Movant.

WHEREFORE, Debtors respectfully request that the Court issue an order sustaining the within objection and specify that Claim 8 be amended to show a monthly payment of \$274.35 principal and interest and \$239.48 escrow for a total monthly payment of \$513.83 at petition filing, arrearages of \$5,138.30, and balance due of \$37,064.44.

Dated: April 27, 2021

/s/ Glenn R. Bartifay, Esquire  
GLENN R. BARTIFAY, ESQUIRE  
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Declaration Under Penalty of Perjury by Individual Debtors

We declare under penalty of perjury that we have read the within pleading, and that it is true and correct to the best of our knowledge, information, and belief.

Dated: April 27, 2021

Signature: /s/ Ronald P. Oravec  
RONALD P. ORAVEC,  
Movant/Debtor

Dated: April 27, 2021

Signature: /s/ Guretta G. Oravec  
GURETTA G. ORAVEC,  
Movant/Debtor